



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, December 6, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

MODIFICATION

14. Modification - added December 3, 2021 - Adding item 14

Modification 

Administration – 9 a.m.

1. Calendar/Correspondence
2. Authorizing Auditor to void outstanding claims and warrants dated July 1, 2019 through June 30, 2020

Resolution 

3. Approval of Statement of Work AND Quote Confirmation forms for BOCC Board Room Technology Upgrade Project

Approval of Statement of Work AND Quote Confirmation forms 

4. Agreement with Washington State Department of Ecology for solid waste

Agreement 

5. Agreement with Washington State Military Department for Homeland Security Grant Program

Agreement 

6. Agreement amendment 2 with Clallam County Public Defender for one year extension (2a)*

Agreement amendment 2 

Public Works

7. Agreement amendment 5 with Robinson Noble for Carlsborg Very Deep Well Water Right Project

Agreement amendment 5 

8. Letter of support to Bureau of Reclamation for WaterSMART Grant (5b)*

Letter of support 

9. Resolution adopting the annual construction program for 2022 (5c)*

Resolution 

Board of Commissioners

10. Corrected Resolution reappointing Roxi Baxley and George Winn to the Fair Advisory Board

Corrected Resolution 

11. Briefing and call for hearing regarding an Ordinance repealing in its entirety Clallam County Code Chapter 5.18 Lease Agreement with the City of Forks January 1, 1990 - December 31, 1999 (3a)*

Call for hearing 

Budget

12. Certification of Taxing District Levy Budgets to Assessor **(Action item 13 work session 12-6-21)**

Certification 

14. Added: Discussion of proposed budget emergencies to be considered on December 21 (4c)*

Added item 14 - Budget Emergencies 

****Action Item****

13. Certification of Taxing District Levy Budgets to Assessor

Certification 

General Discussion/Items for Future Agendas

- A. Continued Work Session – CANCELLED (December 13 at 1 p.m.)
- B. Shoreline Master Program update and call for hearing (December 13)
- C. ADU Ordinance update and call for hearing (January 10)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

December 3, 2021



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the December 6, 2021 work session agenda:

Budget

- 14 Discussion of proposed budget emergencies to be considered on December 21 (4c)*

- The following item has been added to the December 7, 2021 regular agenda:

Budget

- 4c Resolution calling for a hearing to be held December 21 at 10:30 a.m. for the following debatable emergencies:
 - Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/\$2,000
 - Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/\$25,000
 - Information Technology – Additional funds required to cover anticipated short-fall in overtime/\$10,000
- 1b **Note:** Item 1b minutes were updated on December 3, 2021 to add the executive session.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2
12/6/21

Department: AUDITOR

WORK SESSION ☒ Meeting Date: December 6, 2021

REGULAR AGENDA ☒ Meeting Date: December 14, 2021

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Permission to void warrants over one year old per RCW 36.22.100

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No Impact

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Resolution need board approval

County Official signature & print name: Shoona Riggs, Auditor 

Name of Employee/Stakeholder attending meeting: Angi Klahn, Karen Wahlsten

Relevant Departments: Auditor

Date submitted: December 1, 2021

COPY

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2021

AUTHORIZING AUDITOR TO VOID OUTSTANDING CLAIMS AND WARRANTS
DATED JULY 1, 2019 THROUGH JUNE 30, 2020

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 36.22.100 requires that the legislative authority of the County cancel all warrants not presented within one year of the date of their issue.
2. The Auditor provided the attached "Unclaimed Property Detailed Listing" of un-presented warrants dated July 1, 2019 through June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Authorizes the Auditor to void the claims and payroll warrants shown on the attachment labeled, "Unclaimed Property Detailed Listing."

PASSED AND ADOPTED this _____ day of December, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Alana Gores, Clerk of the Board

Bill Peach

c: Auditor

Unclaimed Property Detailed Listing

11/29/2021 9:16: AM

CLALLAM COUNTY

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	11/28/2018	0038147 TOM FAGIN			DRIV ABS REIM FAGIN	06/15/2017	13.00	13.00
	07/05/2019	0041929 GLENN BUTTERS			SUPCT19545207	06/01/2019	27.40	27.40
R	07/05/2019	0041895 JAMES JACKSON			SUPCT19536446	06/01/2019	32.04	32.04
	07/05/2019	0041909 BRYAN MOORE			SUPCT19532936	06/01/2019	14.64	14.64
E	07/05/2019	0041912 STEVEN NICKLES			SUPCT19554264	06/01/2019	27.40	27.40
	07/05/2019	0041913 MADISON PIERSOLL			SUPCT19511557	06/01/2019	33.20	33.20
D	07/05/2019	0041917 DAVID REESE			SUPCT19532280	06/01/2019	11.16	11.16
	07/05/2019	0041949 CHARLES VELIE			SUPCT0041949	06/27/2019	10.00	10.00
A	07/05/2019	0041934 BRANDEN WIXSON			SUPCT19534070	06/01/2019	10.00	10.00
	07/05/2019	0041823 HELENA RICHMAN			RIC1567986	06/21/2019	10.00	10.00
C	07/19/2019	0041966 KYLIE REIDEL			DIST119518287	07/01/2019	43.20	43.20
	07/26/2019	0042014 ARTURO TREVINO			DIST119527577	07/01/2019	82.64	82.64
T	08/02/2019	0042078 NATHAN STALEY			SUPCT19549425	07/01/2019	15.22	15.22
	08/09/2019	0042108 CHEYENNE HICKS			DIST119512095	07/01/2019	13.48	13.48
E	08/16/2019	0042154 ROBERT DAVIS			SUPCT19521162	08/01/2019	36.24	36.24
	08/16/2019	0042170 CYNTHIA GRIFFIN			SUPCT19520525	08/01/2019	39.00	39.00
D	08/16/2019	0042173 CHRISTOPHER HEATON			SUPCT19553978	08/01/2019	27.40	27.40
	08/16/2019	0042181 JUSTIN LIPKE			SUPCT19520620	08/01/2019	10.00	10.00
	08/16/2019	0042182 ARDIS MANGANO			SUPCT19517629	08/01/2019	11.16	11.16
	08/16/2019	0042197 CHARLES PIRTLE			SUPCT19514504	08/01/2019	12.32	12.32
	08/16/2019	0042201 KASEY SCHOENFELDT			SUPCT19553729	08/01/2019	13.48	13.48
	08/16/2019	0042214 OLIVIA WASHBURN			SUPCT19528990	08/01/2019	11.74	11.74
	08/23/2019	0032341 THOMAS JENSEN			Jensen2019_7-23	08/12/2019	1.74	1.74

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Page 2 Check Total
	08/23/2019	0025259 JANE VANDERHOOF			Vanderhoof2019_7-23	08/12/2019	14.74	14.74
	08/22/2019	0040664 DANA SEEVERS			Reimb-080819-DS	08/08/2019	10.44	10.44
R	08/30/2019	0042134 CHUCK CARLSON			2019 Fair Camp refun	08/22/2019	20.00	20.00
	09/06/2019	0042307 KEEGAN APSEY			DIST119509030	08/01/2019	38.56	38.56
E	09/06/2019	0042295 MARIE ANTOINETTE DIONI			DIST2536535	09/02/2019	11.16	11.16
	10/04/2019	0042559 LYNDA S TWITCHELL			reissue treas #04297	10/04/2019	10.77	10.77
D	10/11/2019	0042470 STEPHANIE ADAMS			SUPCT19583191	09/01/2019	59.44	59.44
	10/11/2019	0042474 JAKE COULSON			SUPCT19606213	09/01/2019	44.80	44.80
A	10/11/2019	0042505 SARAH JOHNSON			SUPCT19506534	09/01/2019	75.24	75.24
	10/11/2019	0042520 MELISSA MEYER			SUPCT19568472	09/01/2019	43.20	43.20
C	10/11/2019	0042452 ROBERT WALTER			SUPCT19561667	09/01/2019	13.48	13.48
	10/11/2019	0042449 KATHARYN KNIGHT			KNI1590106	10/02/2019	10.00	10.00
T	10/17/2019	0040275 ANNA MATSCHE			Matsche-Q3 2019	09/30/2019	40.00	40.00
	11/08/2019	0001641 VERIZON WIRELESS			9839651148	10/30/2019	24.46	24.46
E	11/15/2019	0021823 DAVID CAMERON			SUPCT19574601	11/01/2019	15.80	15.80
	11/15/2019	0042642 DONAVAN CARVER			SUPCT19579003	11/01/2019	30.88	30.88
D	11/15/2019	0042658 AMY GIERSCHE			SUPCT19596814	11/01/2019	33.20	33.20
	11/15/2019	0042659 JEFF GUMM			SUPCT19574253	11/01/2019	10.00	10.00
	11/15/2019	0042662 DEBORAH HANSON			SUPCT19561900	11/01/2019	16.96	16.96
	11/15/2019	0042677 THOMAS LOCKE			SUPCT19565441	11/01/2019	25.08	25.08
	11/15/2019	0042678 KATHERINE LONGMIRE			SUPCT19586371	11/01/2019	55.80	55.80
	11/15/2019	0042701 SARAH SCHMEDDING			SUPCT19526945	11/01/2019	11.16	11.16
	11/15/2019	0042730 ISABELLA JIMMACUM			2019 Fair P	11/12/2019	23.04	23.04
	11/29/2019	0042768 KIMBERLY HENSON			SUPCT19569489	11/01/2019	14.06	14.06
	11/29/2019	0042790 BRANDI SMART			SUPCT19576110	11/01/2019	18.12	18.12
	11/29/2019	0042797 ETHAN VANZANT			SUPCT19555529	11/01/2019	13.48	13.48
	12/04/2019	0026304 GORDON TICKNER			GT PKG 5-14	05/29/2014	4.00	4.00

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Page 3 Check Total
	12/13/2019	0042854 JOHN PROCTER			DIST119556312	12/01/2019	13.48	13.48
	12/13/2019	0042856 RYAN SIEGLER			DIST119569948	12/01/2019	13.48	13.48
	02/11/2020	0042913 ELIZABETH BUCKINGHAM			distll571555	02/03/2020	65.20	65.20
R	02/11/2020	0025259 JANE VANDERHOOF			Vanderhoof2020_1-28	01/29/2020	14.62	14.62
	02/06/2020	0024030 GREG WATERS			02262020d	01/27/2020	7.33	7.33
E	02/18/2020	0042944 DAVID SELL			DIST120605674	02/01/2020	21.50	21.50
	02/18/2020	0042952 JORDAN WILSON			DIST120589265	02/01/2020	18.63	18.63
D	02/18/2020	0043041 DONALD ANDERSON			SUPCT20575781	02/01/2020	12.88	12.88
	02/18/2020	0042986 GEORGANNA BUNDICK			SUPCT20568709	02/01/2020	14.60	14.60
A	02/18/2020	0043022 DIANE DOSS			SUPCT20598409	02/01/2020	30.70	30.70
	02/18/2020	0043040 DANIEL HOLZEMER			SUPCT20522343	02/01/2020	18.05	18.05
C	02/18/2020	0042983 CARSON SHAMP			SUPCT20606352	02/01/2020	12.30	12.30
	02/25/2020	0043105 STEPHEN WILHELM			DIST120606291	02/01/2020	14.60	14.60
T	03/03/2020	0001615 UNITED WAY OF CLALLAM			PPE 02 29 2020 UW	03/03/2020	45.00	45.00
	03/10/2020	0002449 JOY THOMSON			02-2020JT	02/26/2020	12.08	12.08
E	03/10/2020	0043145 LILIANA WILLIAMS			DIST120579042	02/01/2020	23.23	23.23
	03/10/2020	0043146 TIMOTHY WILLIAMS			DIST120579136	02/01/2020	12.30	12.30
D	03/10/2020	0043124 KATHRYN PLAKINGER			PLA1624190	02/26/2020	13.45	13.45
	03/10/2020	0043127 JACOB TOREY			TOR1624213	02/26/2020	12.30	12.30
	03/17/2020	0029802 STEVE MITCHELL			ST Refund 2-6-20	02/06/2020	1.00	1.00
	03/24/2020	0038883 BRET HENSLEY			DIST120636405	03/01/2020	22.30	22.30
	03/24/2020	0043234 DAVID MYERS			DIST120644731	03/01/2020	21.15	21.15
	03/24/2020	0043206 ROBERT BART			SUPCT20623601	03/01/2020	21.50	21.50
	03/24/2020	0043175 ANJANNETTE ERICKSON			SUPCT20661583	03/01/2020	33.00	33.00
	03/24/2020	0043197 SARAH MCBRIDE			SUPCT20662066	03/01/2020	12.88	12.88
	04/21/2020	0036337 THE SUPPLY COMPANY LL			01404081	03/25/2020	24.74	24.74
	04/21/2020	0043260 RACHEL BARNUM			63sc	04/07/2020	36.00	36.00



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

3
12/6/21

Department: IT Department

WORK SESSION ☒ **Meeting Date:** 12/06/2021

REGULAR AGENDA ☒ **Meeting Date:** 12/14/2021

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Executive summary:

The COVID-19 pandemic has necessitated a shift to a virtual format for BOCC public meetings to promote effective social distancing and reduce the spread of COVID. Due to age, the technology available for video conferencing in the BOCC conference room has demonstrated limitations that impact both audio and video quality. Replacement technology has been evaluated that will significantly improve video conferencing quality and promote resident engagement for remote meeting participation.

Budgetary impact: The cost to modernize the BOCC conference room video conferencing technology is \$134,000. As this item is not currently in the 2022 technology budget, funding would need to be approved to engage in this project.

If a budget action is required, has it been submitted and a copy attached? ☒

Recommended action: Virtual meetings are an efficient solution that provide residents with the transparency and access to governmental meetings that have previously been available only through in-person attendance. We recommend that the Board approve supplemental funding to modernize the BOCC board room meeting technology to improve the quality and functionality of virtual meetings. As one stated goal of the Interim Final Rule for ARPA is to "Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control", the Board may consider allocating ARPA funds to fund this request.

Coronavirus State and Local Fiscal Recovery Funds | U.S. Department of the Treasury

County Official signature & print name: Mark Doten *Mark Doten*

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Mark Doten – IT Department

Relevant Departments: Board of Commissioners and Information Technology

Date submitted: 11/23/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary_Doten_12062021.docx
Revised: 3-04-2019



STATEMENT OF WORK

Project Name:	Clallam County - BOCC Room	Seller Representative:
Customer Name:	Clallam County	Sean McLellan
CDW Affiliate:	CDW Government LLC	T: (206) 218-3956
Subcontractor:	SVT	E: seanmcl@cdw.com
Date:	October 22, 2021	Solution Architect:
Drafted By	Velika Harris, Sr. Service Contract Specialist, CDW	Ryan Drovdaahl, CEM, CDW

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and Clallam County ("Customer," and "Client,").

This SOW shall be governed by that certain AEPA Agreement 018A between King County Director's Association and CDW Government LLC dated the 1st of March, 2018 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Labor is priced for prevailing wage.

Provider will update the audio/visual system in the BOCC conference room to support Zoom meetings, presentations, and camera and audio to a new Granicus encoder (Granicus hardware and setup by a third party). The room can operate as one large room or two rooms.

A video distribution system will be installed supporting an HDMI input for each of the seven dais seats, HDMI input at each display, and Zoom meeting system. The system will output to large display installed in each room, a monitor at each dais seat (monitors will all receive the same signal), and receiver for a remote mobile display. Customer to provide mobile cart and display. Two PTZ cameras will be installed, front and back of the room. Camera signal will be routed to the Zoom system for meetings and to the Granicus encoder for recordings. The signal to the Granicus encoder will also have ability to mix in a presentation signal from the video system.

Two ceiling microphone arrays will be installed to capture audio from participants in the room. Seven gooseneck microphones will be installed at the dais. All microphone signals will route to a Biamp digital signal processor (DSP) that will provide a mix to the Zoom system, Granicus encoder, wall plate outside (customer to provide powered speakers), and to a press feed within the room. The DSP will also output the remote audio, presentation audio, and gooseneck microphones to ceiling mounted speakers.

A Crestron Zoom system will be installed, the touch controller will have the native Zoom interface for meeting control. Additional controls will be added to select video sources, select cameras, control PTZ of selected camera, display power, select video and/or camera feed to the Granicus system, and audio controls (mute, level, master volume).

All equipment will be installed in an equipment rack to be located within 150' of the space.

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Physical hardware mounting:
 - a. Displays, projectors, microphones, speakers, cameras, video extenders, control touch screens, HDMI inputs, USB connections, audio DSP, audio amplifier, equipment rack, control system, video routing system, audio DSP, truss mounting, production lighting.
2. Physical non-network cabling:
 - a. Video Cat cable, microphone cables, speaker cables, control cable, sensor cabling, speaker cables, USB cable, HDMI cables.
3. Hardware configuration:
 - a. Implementation of customer provided network configuration.
 - b. Creation and implementation of audio DSP files.
 - c. Creation and implementation of customer control system program.
 - d. Offsite equipment receiving, inventory, testing, configuration and delivery.
4. Provider will cleanup and remove all boxing and debris resulting from Provider technology installation.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer is responsible for ensuring client furnished equipment is in good working order. Provider is not responsible for defective or malfunctioning equipment furnished by the customer. Additional time and material may be required to provide a working system.
2. Physical infrastructure requirements:
 - a. Power, network drops, cable paths.
 - b. Truss electrical.
 - c. Electric screen.
 - d. Ceiling tiles.
 - e. Electric screen installation.
 - f. Wall painting and patching.
 - g. Furniture, furniture modifications, and furniture cubbies.
 - h. Cooling.
3. Network:
 - a. Required network lines with POE(+ / ++).
 - b. Switch configuration.
 - c. VLANs.
 - d. Security configuration.
 - e. Firewall.
4. Systems:
 - a. Creation and Configuration of streaming accounts.
 - b. PC and software installation and configuration.
5. Site:
 - a. Confirmation and inventory of equipment shipped directly to the site.
 - b. Storage and security of any equipment shipped directly to the site.
 - c. Storage and security of provider delivered equipment once project work has begun.
 - d. Customer will be responsible for any trash removal fees incurred by site, for third party trash service providers. If applicable, these services will be billed separately.
6. Site Access:
 - a. Providing access to the provider to perform work during the project.

PROJECT ASSUMPTIONS

1. Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.
2. The labor described within this scope of work is considered non-union labor. Union, night-time, weekend, and holidays rates are available and based on geographic location and will incur additional costs that will be billed accordingly.
3. All labor to commence within standard day-time hours during the standard 5 business days of the week, Monday – Friday, 8:00am to 5:00pm local time, exclusive of holidays and weekends.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Permits, licensing, or any other fees required by the local Township, State, or Federal offices.
2. Repair, troubleshooting, replacement of existing equipment.
3. All existing equipment is assumed to be in good working order. Any issues with existing equipment may result in additional charges.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$64,432.00. The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

TABLE – SERVICES FEES:

MILESTONE	PERCENTAGE	FEE
Signed SOW	30%	\$19,329.37
Completion of Work	70%	\$45,102.63
Totals	100%	\$64,432.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

Customer-Designated Locations

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW GOVERNMENT LLC

CLALLAM COUNTY

Board of Clallam County Commissioners

By: _____

By: _____

Name: Services Contracts Manager

Name: maru ozias

Title: Services Contract Manager

Title: Chair

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

223 E 4th Street, STE 13, Account Payables

PORT ANGELES, WA 98362-3000

EXHIBIT A

CUSTOMER-DESIGNATED LOCATION

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

LOCATION(S)	ADDRESS
Headquarters	223 East 4th St., Port Angeles, WA 98362

QUOTE CONFIRMATION



DEAR MARK DOTEN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Thanks!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MLDW074	10/25/2021	CRESTRON 2	3723164	\$69,824.16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Crestron DigitalMedia DM-NVX-D30 audio/video over IP decoder / scaler / aud</u> Mfg. Part#: DM-NVX-D30 UNSPSC: 45111801 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4	5483814	\$807.07	\$3,228.28
<u>Crestron DigitalMedia DM-NVX-E30 audio/video over IP encoder / scaler / aud</u> Mfg. Part#: DM-NVX-E30 UNSPSC: 45111801 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	7	5483819	\$771.82	\$5,402.74
<u>Crestron DigitalMedia DM-NVX-D30C audio/video over IP decoder / scaler / au</u> Mfg. Part#: DM-NVX-D30C Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3	5893361	\$923.96	\$2,771.88
<u>Crestron DigitalMedia DM-NVX-E30C audio video over IP encoder audio disem</u> Mfg. Part#: DM-NVX-E30C Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3	5797543	\$1,026.92	\$3,080.76
<u>CRESTRON DM NVX 4K50 HDR ENCODER CRD</u> Mfg. Part#: DM-NVX-E760C Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	6344425	\$1,232.87	\$2,465.74
<u>Crestron DM Like HD-TX-101-C-1G-E-W-T - video/audio extender - HDMI</u> Mfg. Part#: HD-TX-101-C-1G-E-W-T UNSPSC: 43201559 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	5535200	\$226.34	\$452.68
<u>Crestron DigitalMedia DMF-CI-8 chassis</u> Mfg. Part#: DMF-CI-8 UNSPSC: 45111801 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	5453345	\$1,579.82	\$1,579.82
<u>Crestron HD-DA8-4KZ-E distribution amplifier</u> Mfg. Part#: HD-DA8-4KZ-E	1	5458448	\$609.48	\$609.48

QUOTE DETAILS (CONT.)

UNSPSC: 45111801

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

CRESTRON 4-SERIES RCKMNT CTRL ENGINE

1

6389771

\$3,697.71

\$3,697.71

Mfg. Part#: CP4N

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Crestron Flex UC-C100-Z - for Zoom Rooms - video conferencing kit

1

6389546

\$3,235.48

\$3,235.48

Mfg. Part#: UC-C100-Z

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

CRESTRON C-SERIES PREM FLEX SUP

1

6534756

\$331.23

\$331.23

Mfg. Part#: UC-FLEXCARE-C

Electronic distribution - NO MEDIA

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Crestron GLS-PART-CN - partition sensor

1

3831383

\$970.35

\$970.35

Mfg. Part#: GLS-PART-CN

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Shure MXA910 - microphone

2

6261953

\$4,352.64

\$8,705.28

Mfg. Part#: MXA910W-US

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Shure A910-HCM - microphone ceiling mount

2

5891318

\$200.37

\$400.74

Mfg. Part#: A910-HCM

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

CRESTRON 2X210W POWER AMPLIFIER

1

2536567

\$1,003.74

\$1,003.74

Mfg. Part#: AMP-2210T

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Crestron Saros Express ICE6LPT - speaker - for PA system

8

5263201

\$128.94

\$1,031.52

Mfg. Part#: SAROS ICE6LPT-W-T-EACH

UNSPSC: 52161512

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Shure Microflex Gooseneck MX418/C - microphone

7

2071616

\$217.62

\$1,523.34

Mfg. Part#: MX418/C

UNSPSC: 52161520

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

BIAMP DIGITAL AUDIO SERVER

1

4818303

\$2,771.88

\$2,771.88

Mfg. Part#: TESIRAFORTE AVB VT

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

BIAMP TESIRA 5PT AVB POE+ SWITCH

1

6599947

\$1,043.12

\$1,043.12

Mfg. Part#: TESIRACONNECT TC-5D

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

BIAMP TESIRA POE AVB /USB EXPANDER BT

1

5384947

\$502.80

\$502.80

Mfg. Part#: TESIRA EX-UBT

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Vaddio EasyIP Mixer - For AV over IP Videoconferencing with Dante Audio

1

6100185

\$1,825.66

\$1,825.66

Mfg. Part#: 999-60320-000

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Vaddio EasyIP 10 PTZ Conference Camera - White

2

6084501

\$2,300.57

\$4,601.14

Mfg. Part#: 999-30200-000W

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

QUOTE DETAILS (CONT.)				
<u>Vaddio EasyIP AV Decoder - For AV over IP, Videoconferencing</u>	1	6088108	\$933.70	\$933.70
Mfg. Part#: 999-60210-000 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>NETGEAR AV Line M4250-40G8XF-PoE+ - switch - 40 ports - managed - rack-mount</u>	1	6452079	\$2,092.99	\$2,092.99
Mfg. Part#: GSM4248PX-100NAS Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>NEW ITEM</u>	1	NEW-ITEM	\$485.00	\$485.00
Mfg. Part#: NEW-ITEM mfg part #: HA5 Description: HDMI to HDSOI converter Contract: MARKET				
<u>Samsung Q85R 85" 4K UHD LED Display</u>	2	6285154	\$3,255.00	\$6,510.00
Mfg. Part#: Q85R-N Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>Chief Fusion X-Large Adjustable Tilt Wall Mount - For monitors 55-100"</u>	2	3698166	\$282.72	\$565.44
Mfg. Part#: XTM1U UNSPSC: 31162313 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>Planar PLL22S0MW - LED monitor - Full HD (1080p) - 22" - with 3-Years Warra</u>	7	4678848	\$156.77	\$1,097.39
Mfg. Part#: 997-9044-00 UNSPSC: 43211902 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>Middle Atlantic RCS Series RCS-2724 rack - 27U</u>	1	5510657	\$1,088.23	\$1,088.23
Mfg. Part#: RCS-2724 UNSPSC: 24102001 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
<u>Middle Atlantic Rackmount Power Strip PD-915R</u>	1	410974	\$168.49	\$168.49
Mfg. Part#: PD-915R UNSPSC: 39121017 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$64,176.61
Billing Address: CLALLAM COUNTY ACCTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 Phone: (360) 417-2000 Payment Terms: D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$5,647.55
		GRAND TOTAL	\$69,824.16
DELIVER TO	Please remit payments to:		
Shipping Address: CLALLAM COUNTY MARK DOTEN 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 Phone: (360) 417-2000 Shipping Method: UPS Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Danny Higgins

(877) 625-7671

dannhig@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/project-sales.aspx>
For more information, contact a CDW account manager

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Board of Clallam County Commissioners

Mark Olias, chair



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

4
12/6/21

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 12/6/2021

REGULAR AGENDA ☒ Meeting Date: 12/14/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-21-DOE-MRW |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology provides funding to counties for implementation of projects in their comprehensive solid waste and hazardous waste management plans through the Local Solid Waste and Financial Assistance (LSWFA) grants. Clallam County Environmental Health has received a contract to conduct moderate risk education and outreach, and a possible West-End collection event as described in the County's Hazardous Waste Plan. Additionally, there is a new task to coordinate with departments and local agencies to cleanup active and/or abandoned encampments. CCEH has been allocated \$97,000 (75% project cost; total \$129,333) for two years.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Revenues and expenditures were planned in the 2021/2022 budgets. No changes are anticipated.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Review and sign contract with Ecology for moderate risk waste activities and homeless encampment response.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: HHS

Date submitted: 12/1/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 2021 Agenda Item Summary Contract 10511-21-DOE-MRW
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



DEPARTMENT OF
ECOLOGY
State of Washington

100.5 11-21-DOE-MRW

Agreement No. SWMLSWFA-2021-CICHHS-00047

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM CO HEALTH AND HUMAN SERVICES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM CO HEALTH AND HUMAN SERVICES, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	IMP Clallam Co HHS
Total Cost:	\$129,333.33
Total Eligible Cost:	\$129,333.33
Ecology Share:	\$97,000.00
Recipient Share:	\$32,333.33
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning & Implementation

Project Short Description:

Clallam County Health and Human Services (CCHHS) will spend \$129,333.33 to educate homeowners and small businesses on the proper moderate risk waste management, and assist and partner with local organizations in the cleanup of homeless encampments.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

RECIPIENT INFORMATION

Organization Name: CLALLAM CO HEALTH AND HUMAN SERVICES

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 111 East 3rd Street
Port Angeles, WA 98362

Physical Address: 111 East 3rd Street
Port Angeles, Washington 98362

Organization Email: jgarcelon@co.clallam.wa.us

Organization Fax: (360) 417-2583

Contacts

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

Project Manager	Eli Owens Environmental Health Specialist 111 East 3rd Street Port Angeles, Washington 98362-3000 Email: eowens@co.clallam.wa.us Phone: (360) 417-2358
Billing Contact	DeeDee Crabb 223 E. 4th Street Port Angeles, Washington 98362 Email: dcrabb@co.clallam.wa.us Phone: (360) 417-2293
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CLALLAM CO HEALTH AND HUMAN SERVICES

By: _____

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Mark Ozias
Commissioner

Template Approved to Form by
Attorney General's Office

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

SCOPE OF WORK

Task Number: 1 Task Cost: \$66,666.33

Task Title: MRW Collection and Management

Task Description:

Task work to be performed by RECIPIENT:

Coordinate a hazardous waste collection event and disposal with the City of Forks

RECIPIENT is not participating in the PaintCare product stewardship program and will be implementing a special collection event. Ecology encourages RECIPIENT to contact PaintCare to coordinate PaintCares presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT. LSWFA will not cover the costs at collection events that are covered by PaintCare.

Activity: Household Hazardous Waste Assistance

Outreach to Clallam County residents on the proper handling, storage and disposal of household hazardous waste (HHW), and on least toxic alternatives. This outreach will promote the use of the Moderate Risk Waste facility located in and operated by the City of Port Angeles. The operation of the MRW facility and the collection, transport, and disposal of HHW is funded under a separate agreement with the City of Port Angeles.

Surveys will be mailed to MRW facility customers to track usage, identify the types of HHW collected from households, and to measure effectiveness of the RECIPIENT's HHW education and outreach programs. Additional data on the impact of the RECIPIENT's education and outreach programs will be gathered through on-line polling, and by tracking the number of phone inquiries, number of new contacts at events, and the number of social media reads, shares, and mentions.

Completion of a report (Final Planning Document) on the effectiveness of the RECIPIENT's HHW education and outreach programs, which will include the results of the on-line polling of residents and MRWFcustomer mail surveys.

The report will include the following data:

- Number of customers using the MRWF provided by the City of Port Angeles
- Estimates on the frequency of MRWF usage by household
- Types of materials disposed, recycled, or picked up or dropped off for reuse at the MRWF
- How customers using the MRWF found out about the facility
- Number of phone inquiries, contacts at events, and social media likes, shares, and mentions

The report will include recommendations on how to more effectively reach Clallam County residents with information on the proper handling, storage and disposal of HHW and least toxic alternatives

Technical assistance to Conditionally Exempt Small Quantity Generators (CESQG) on the proper handling, storage, disposal and recycling of their hazardous waste and on least toxic alternatives.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement the task, including outreach/planning/coordination/travel
- Costs not listed here but pre-approved in writing by Ecology

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology
- Disposal of Conditionally Exempt Small Quantity Generators (CESQG) waste
- This task will not pay for costs covered by existing product stewardship programs (E-Cycle Washington, LightRecycle Washington and PaintCare) or for costs covered by any new product stewardship programs that are implemented during this Agreement period

Task Goal Statement:

Ensure the safe handling and disposal of MRW in Clallam County and to increase the use of least toxic alternatives through education and outreach to residents and businesses.

Task Expected Outcome:

- 2500 Users of the MRW facility for recycling/disposal
- 500 Users of the MRW facility for reuse
- 10 Technical Assistance outreach to businesses
- 10,000 Individuals reached through education and outreach
- 1 Final Planning Document
- 1 MRW Collection Event conducted
- 2000 pounds of HHW collected and managed

Recipient Task Coordinator: Eli Owens

MRW Collection and Management**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

SCOPE OF WORK

Task Number: 2 **Task Cost: \$62,667.00**

Task Title: Homeless Encampment Response

Task Description:

Activity - Cleanup

Recipient employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. Recipient employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly-owned sites/locations only.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this Task are subject to the same eligibility and reimbursement requirements as the Recipient, and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to cleanup and dispose of materials that meet the Recipient's specific circumstances and need.

Activity – Infrastructure, Purchased Services

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in place locations and other locations where the Recipient has previously assessed these services are practical.

Recipient employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Expected Task Costs

Costs eligible for reimbursement with supporting documentation include:

- Contracts, purchased services identified in the scope of work
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

The goal of the task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

-Garbage cleaned – 50,000 pounds

Agreement No.: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

-Encampments cleaned - 15 encampments

-Total cleanups performed -20

-Garbage properly disposed through garbage collection containers -1000 pounds

Recipient Task Coordinator: Eli Owens**Homeless Encampment Response****Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Description: Local Solid Waste Financial Assistance

Clallam Co HHS	Task Total
MRW Collection and Management	\$ 66,666.33
Homeless Encampment Response	\$ 62,667.00

Template Version 12/10/2020

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co HHS	25.00 %	\$ 32,333.33	\$ 97,000.00	\$ 129,333.33
Total		\$ 32,333.33	\$ 97,000.00	\$ 129,333.33

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT's performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrcs.gov <http://www.fsrcs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SWMLSWFA-2021-CICHHS-00047

Project Title: IMP Clallam Co HHS

Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SWMLSWFA-2021-CICHHS-00047
Project Title: IMP Clallam Co HHS
Recipient Name: CLALLAM CO HEALTH AND HUMAN SERVICES

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

S
12/6/21

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 12/06/21

REGULAR AGENDA ☒ **Meeting Date:** 12/14/21

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ **Contract/Agreement/MOU - Contract # 817-21-01**
- ☐ Proclamation
- ☐ Final Ordinance
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Homeland Security Grant Program Agreement with the Washington State Military Department for the period 09/01/21–10/31/23. This agreement provides reimbursement funding to Clallam's Emergency Management Unit for four projects defined in the Work Plan. This agreement supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs.

This funding will be expended and reimbursement in FY2023.

\$30,000 for Emergency Management Coordinator salary

\$11,650 for protective gear or first aid supplies for area law enforcement personnel

\$2,775.55 for printing and supplies for various volunteer trainings and coordination

\$1,630.13 for Grant Coordinator salary and benefits

\$543.32 for indirects to the County

Total amount = \$46,599

Budgetary impact:

No impact to FY2021

Recommended action:

Recommend approval and signature by the Board

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Alice Hoffman

Relevant Departments: Sheriff's Office

Date submitted: 12/01/21

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office Emergency Management Unit 223 E 4th Street, Suite 12 Port Angeles, Washington 98362-3000		2. Grant Agreement Amount: \$46,599	3. Grant Agreement Number: E22-111
4. Subrecipient Contact, phone/email: Elizabeth Waknitz, 360-417-2393 ewaknitz@co.clallam.wa.us		5. Grant Agreement Start Date: September 1, 2021	6. Grant Agreement End Date: October 31, 2023
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 Deborah.Henderson@mil.wa.gov		8. Data Universal Numbering System (DUNS): 075739235	9. UBI # (state revenue): 054-004-559
10. Funding Authority: Washington State Military Department (the Department) and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMW-2021-SS-00083-S01	12. Federal Award Date: 9/2/2021	13. Assistance Listings # (formerly CFDA) # & Title: 97.067 - 21HSGP (SHSP)	
14. Total Federal Award Amount: \$14,284,938.00	15. Program Index # & OBJ/SUB-OBJ: 713SB, 713SC, 713SH, 713SL, 713SQ, 713SZ / NZ		16. EIN 91-6001298
17. Service Districts: BY LEGISLATIVE DISTRICTS: 24 BY CONGRESSIONAL DISTRICTS: 6		18. Service Area by County(ies): Clallam	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____		21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☒ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER	
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (21HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 21HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 21HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 21HSGP DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.			
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget		4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.	
WHEREAS, the parties have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Mark Ozias, Chair Board of County Commissioners	
BOILERPLATE APPROVED TO FORM: David B. Merchant, Assistant Attorney General (9/7/2021)		APPROVED AS TO FORM (if applicable):  11/22/2021 Applicant's Legal Review _____ Date _____	

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Elizabeth Waknitz	Name	Deborah Henderson
Title	Grant Coordinator	Title	Program Coordinator
Email	ewaknitz@co.clallam.wa.us	Email	Deborah.henderson@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7470
Name	Alice Hoffman	Name	Reagan Bush
Title	Chief Civil Deputy	Title	Program Manager
Email	ahoffman@co.clallam.wa.us	Email	reagan.bush@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7463
Name	Anne Chastain	Name	Courtney Bemus
Title	Emergency Management Program Coordinator	Title	Program Assistant
Email	achastain@co.clallam.wa.us	Email	courtney.bemus@mil.wa.gov
Phone	360-417-2483	Phone	253-316-6438

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2021 Homeland Security Grant Program" (hereafter "the NOFO") document, the FEMA Preparedness Grants Manual document, Version 2, published February 2021 (hereafter "the Manual"), the DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21HSGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements

of the NOFO , the Manual, the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01* in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension

of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3), activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA Form*. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- d. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN);
 - D. Assistance Listings Number (formerly CFDA number);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate

the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
- h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions, Attachment B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which

point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include 21HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least twenty-five percent (25%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates

spending more on personnel costs, an amendment is required. Additional approval steps may also be required before the personnel percentage can be increased.

3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.
4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://pretoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 21HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2021-SS-00083-S01, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

- a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018).
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**21HSGP Award Documents
EMW-2021-SS-00083-S01****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No. EMW-2021-SS-00083

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Homeland Security Grant Program has been approved in the amount of \$14,284,938.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2021-SS-00083-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Funding Hold: SHSP National Priorities
Article III	Operation Stonegarden Program Hold
Article IV	Operation Stonegarden Program Performance Goal
Article V	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article VI	Universal Identifier and System of Award Management
Article VII	Americans with Disabilities Act of 1990
Article VIII	SAFECOM
Article IX	Rehabilitation Act of 1973
Article X	National Environmental Policy Act
Article XI	Acknowledgement of Federal Funding from DHS
Article XII	USA PATRIOT Act of 2001
Article XIII	Age Discrimination Act of 1975
Article XIV	Civil Rights Act of 1964 - Title VI

Article XV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XVI	Notice of Funding Opportunity Requirements
Article XVII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XVIII	Acceptance of Post Award Changes
Article XIX	Non-Supplanting Requirement
Article XX	Drug-Free Workplace Regulations
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Environmental Planning and Historic Preservation (EHP) Review
Article XXIII	DHS Specific Acknowledgements and Assurances
Article XXIV	Best Practices for Collection and Use of Personally Identifiable Information
Article XXV	Civil Rights Act of 1968
Article XXVI	Debarment and Suspension
Article XXVII	Activities Conducted Abroad
Article XXVIII	Energy Policy and Conservation Act
Article XXIX	Procurement of Recovered Materials
Article XXX	Homeland Security Grant Program Performance Goal
Article XXXI	Terrorist Financing
Article XXXII	Prior Approval for Modification of Approved Budget
Article XXXIII	Hotel and Motel Fire Safety Act of 1990
Article XXXIV	Duplication of Benefits
Article XXXV	Fly America Act of 1974
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance

Article XXXVII	Lobbying Prohibitions
Article XXXVIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIX	Federal Debt Status
Article XL	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XLI	Disposition of Equipment Acquired Under the Federal Award
Article XLII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XLIII	Copyright
Article XLIV	Reporting Subawards and Executive Compensation
Article XLV	Use of DHS Seal, Logo and Flags
Article XLVI	Whistleblower Protection Act
Article XLVII	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XLVIII	Patents and Intellectual Property Rights

Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity \$162,500

Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500

King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000

King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000

Emerging Threats, \$190,803

WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803

Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000

Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article III - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article IV - Operation Stonegarden Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article V - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article VI - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article IX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in

the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XVI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements

contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXIV - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXXI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXXIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XLII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XLIV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLVI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XLVIII - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

BUDGET COST CATEGORIES

Personnel	\$565,994.00
Fringe Benefits	\$210,405.00
Travel	\$17,768.00
Equipment	\$0.00
Supplies	\$24,080.00
Contractual	\$13,353,696.00
Construction	\$0.00
Indirect Charges	\$112,995.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2021-SS-00083-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04670N2021T , WX04671N2021T , WX04674N2021T
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6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2024 Budget Period 09/01/2021 08/31/2024
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1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2021-FA-GG01-P410- 4101-D	\$0.00	\$6,428,138.00	\$6,428,138.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GH01-P410- 4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GG02-P410- 4101-D	\$0.00	\$1,606,800.00	\$1,606,800.00	See Totals
			\$0.00	\$14,284,938.00	\$14,284,938.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram,

DATE
Wed Sep 22 16:48:36 GMT
2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Thu Sep 02 14:12:56 GMT
2021

A handwritten signature in black ink, appearing to read "Shenuaz Wong". The signature is fluid and cursive, with the first name "Shenuaz" being more prominent than the last name "Wong".

SHENAUZ SUBRINA WONG , Assistance Officer

21SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 10 of 50 states for gross domestic product in 2020; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Approximately half of Washington's 7.5 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. Over three-fourths of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: earthquake, tsunami, flood, biological (pandemic-human), wildland fire, hazmat release-radiological, cyber attack, and terrorism (explosive devices). The 2021 Washington State Risk Profile scored the state's relative risk as 8.3, ranking it as the 8th highest at-risk state, an increase from the rank of 11th in 2020. Washington State has consistently had a high relative risk score and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY21 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2020 SPR as well as to support the five National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Planning, Operational Communications, Interdiction and Disruption, Public Information and Warning, Cybersecurity, Mass Search and Rescue Operations, Operational Coordination, On-Scene Security, Protection, and Law Enforcement, Screening, Search, and Detection, Mass Care Services, Access Control and Identity Verification, Intelligence and Information Sharing, Threats and Hazards Identification, and Physical and Protective Measures.

Regional Risks - Reasons for the Work

Terrorist targets include:

Military Facilities

County fairs

Festivals, markets, convention center, golf clubs and other large public venues

Critical transportation infrastructure

Transportation hubs (ferry, bus terminals, bridges etc.)

21SHSP Sustainment Work Plan

Clallam County Sheriff's Office

AMOUNT \$46,599

Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to respond and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in:

- Planning:** ESF plans are out of date, LEP plans are incomplete, more robust COOP
- Operational Comms:** Aging equipment and infrastructure, changes in technology and the inability to keep pace, mountainous terrain; amateur radio capability; differing responder radio technologies
- Interdiction & Disruption:** Lack of equipment
- Public Information & Warning:** More people sign up for emergency notifications, translations for emergency messaging, lack of personnel, in person training, and engagement with marginalized populations
- Cybersecurity:** Resilience strengthened, training, and formal capabilities assessments
- Mass SAR Operations:** Train responders to the Structural Collapse Tech Level, lack of equipment and PPE, maintain equipment and training
- Operational Coord:** Training on new plans, partner and build relationships, not all jurisdictions have necessary equipment, map and coordinate plans, document procedures and update plans, increase frequency of contacts, inadequate supply of radios for rural community response
- On-Scene Security, Protection, & LE:** Aging and/or expiring equipment and PPE and/or insufficient for surge capacity use, specialized tactical team equipment
- Screening, Search, & Detection:** Better equipment to improve response quality and times, very little or no formal capabilities
- Mass Care Services:** Lack of sheltering supplies, plans minimal
- Access Control/ID Verification:** Swipe card entry doors, standard credentials for EOC personnel, plans or procedures for credentialing on a large-scale
- Supply Chain Integrity & Security:** More local suppliers for critical needed materials, PPE supply, exercise standing up CPODs
- Intelligence & Information Sharing:** Limited resources and lack of staff, challenge to build and sustain this core capability
- Threats & Hazards Identification:** Lack of resources to conduct an assessment

PROJECT #1 **SHSP Region 2 - Homeland Security Project (Investment 1, Project 2)**

Region 2 will address priorities based on regionally identified gaps. Foremost, the region is challenged by the lack of Operational Communications due to aging systems and outdated plans and will prioritize sustainment of capabilities built in Operational Coordination, Interdiction and Disruption, Access Control/ID Verification, and Public Information and Warning. Furthermore, the region will enhance the On-Scene Security, Protection and Law Enforcement capability through medical support for law enforcement responders.

Through planning, organization, equipment, training, and exercise, activities will include:

- Operational Communications: Upgrade communications systems, equipment, and plans.
- Operational Coordination: Conduct planning activities to coordinate actions among all the counties in the region and sustain and enhance EOC operations.
- Interdiction and Disruption: Sustain and enhance special response teams through equipment purchases to ensure they are prepared to respond to acts of terrorism.
- Access Control/ID Verification: Coordinate regional badging/credentialing.
- Public Information and Warning: Conduct outreach efforts to ensure citizens are informed of actions needed to stay safe from terrorist acts and support citizen response groups and preparedness outreach activities for citizens within the region.
- On-Scene Security, Protection, and Law Enforcement: Sustain and enhance special response teams and purchase equipment to enhance officers' safety and survivability when responding to acts of terror and ensuring that they are better prepared to respond.

The funding priorities specified above will support the region in their effort to reduce identified capability gaps related to emergent terrorist-related risks which will improve the region's ability to identify, prevent, and respond to a terrorist threat.

SUBPROJECT #1 Communications**PRIMARY CORE CAPABILITIES**

Operational Communications	Core Capability #1
Infrastructure Systems	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00

WHY IS THE WORK NEEDED?**GAP identified**

- 2020 THIRA/SPR Operational Communications gap: Radio communication gaps across the state in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain. Emergency responders across the state have difficulty communicating with each other due to unreliable radio coverage from outdated and technologically inadequate equipment and infrastructure. Completion of integrated communications plan needed.

Clallam County Emergency Operations Center Incident Management Team (EOC-IMT): lags in timeliness and actionable information exchanges between the center and air and water assets.

- Communications capabilities are inconsistent throughout Clallam County.
- Access to Wi-Fi, cell phone signal, and radio transmission can be spotty and unreliable.
- There is a lack of continuity planning in both equipment and trained volunteers.

CAPABILITY (Indicate sustained or enhanced)

Enhanced Operational Communications and Infrastructure Systems

ACTIVITIES TO BE PERFORMED

- Complete an assessment of different communications systems.
- Create an accurate inventory of the different types of communications systems and their respective capabilities and interoperability.
- Train volunteers on systems as applicable.
- Exercise the different capabilities and how they affect interoperability, using Winlink and Mesh networks and investigating new technologies as they become available.
- Create a communications plan.
- Train and exercise between operational areas and across communications systems.
- Mutual training and exercise between ARES and the IMT on Winlink and WebEOC.
- Incorporate the Operational Areas in IMT training and exercise.

ASSOCIATED DELIVERABLES/OUTPUTS

Effective communications systems and volunteers trained to use them are immediately available to maintain communications during and after an event.

DESIRED OUTCOMES

Increased interoperability between volunteer groups, staff, the public, and outside agencies during emergencies and drills, resulting in better responses and outcomes for the community.

SUBPROJECT #2 Volunteer Management System**PRIMARY CORE CAPABILITIES**

Access Control & Identity Verification	Core Capability #1
Operational Coordination	Core Capability #2 (optional)

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00

WHY IS THE WORK NEEDED?

GAP identified

- 2020 THIRA/SPR Access Control and Identity Verification gaps: It is difficult to identify any credentials within the State of Washington for EOC personnel as there is no standard. No plans or procedures for credentialing partner agencies on a large-scale.

Local gap: Unable to know what volunteers have what training and how many are filling multiple roles within organizations. Operational Areas (five distinct areas in Clallam County) create individual training programs resulting in a lack of interoperability and difficulty in exercising across Operational Area borders. Login procedures are cumbersome and while records are kept, there isn't a good procedure for monitoring the records.

CAPABILITY (Indicate sustained or enhanced)

Sustained- Resource staffing levels.

Enhanced- Access Control & Identity Verification and Operational Coordination as well as Situational Awareness.

ACTIVITIES TO BE PERFORMED

- Create a countywide, consistent training program for CERT.
- Conduct CERT Train the Trainer courses and MYN facilitator class.
- Train volunteers in HSEEP and FEMA Professional Development Series.
- Conduct exercises between Operational Areas.
- Assess and review current Volunteer databases and sign in procedures.
- Upgrade current volunteer registration and credentialing procedures.

ASSOCIATED DELIVERABLES/OUTPUTS

- Volunteer EOC staff trained and immediately ready for a response.
- Creation of a county wide CERT plan and program.
- Increased number of certified CERT Instructors within the county.
- CERT Expo with virtual capabilities if necessary; attendees have access to classes and seminars.

DESIRED OUTCOMES

Increased participation in countywide preparedness programs resulting in increased community resilience and improved interoperability across programs and agencies, widening the ability for Operational Areas to interact and cross train.

SUBPROJECT #3 Community Preparedness

PRIMARY CORE CAPABILITIES

Community Resilience	Core Capability #1
Public Information & Warning	Core Capability #2 (optional)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$6,000.00	\$0.00	\$0.00	\$2,775.55	\$0.00	\$8,775.55

WHY IS THE WORK NEEDED?

GAP identified

- 2020 THIRA/SPR Public Information and Warning Planning gaps: More people need to sign up for emergency notifications. Need to educate and inform the public about public information and warning systems.
- National statistics and local informal surveys show community preparedness to be around 20%, leaving 80% of the population unprepared and untrained on how to react during an emergency.

CAPABILITY (Indicate sustained or enhanced)

Enhanced- Community Resilience, and whole community preparedness will be fortified.

ACTIVITIES TO BE PERFORMED

- Implement the WAEMD "Prepare in a Year" program.
- Involve businesses, faith based groups, and agencies working with access and functional needs populations in local training and community outreach programs.
- Conduct Continuity of Operations (COOP) trainings to help businesses or organizations establish their own COOP and practice with it during drills as well as understand roles they might play in the county EMD COOP.

ASSOCIATED DELIVERABLES/OUTPUTS

- Increased participation in the Prepare in a Year program.
- Trainings in COOP promoted and presented to all 5 Operational Areas.
- Drafting the County COOP to include businesses and organizations.
- Increased participation and involvement of local businesses in promoting the Prepare in a Year program.
- Measurable increase in prepared households.

DESIRED OUTCOMES

Participation across the whole community in community resilience:

- County functions and has continuity in the event of a terrorist incident.
- Involvement of business sector in Operational Area meetings and trainings, furthering the community's ability to maintain regional functions during an emergency.
- Increased personal and community preparedness will decrease the number of vulnerable citizens requiring county intervention to meet their basic needs.

SUBPROJECT #4 On-Scene Security and Protection

PRIMARY CORE CAPABILITIES

Interdiction & Disruption	Core Capability #1
On-scene Security, Protection, & Law Enforcement	Core Capability #2 (optional)

SOLUTION AREA					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$11,650.00	\$0.00	\$0.00	\$0.00	\$11,650.00

WHY IS THE WORK NEEDED?

GAP identified

2020 THIRA/SPR p. 222 Equipment gap: "Lack of local funding to maintain and replace aging and/or expiring equipment and Personal Protective Equipment (PPE)."

CAPABILITY (Indicate sustained or enhanced)

Enhanced capability for first responders to deploy.

ACTIVITIES TO BE PERFORMED

Purchase of goods and services to enhance or upgrade the security of first responders when faced with hazardous situations.

ASSOCIATED DELIVERABLES/OUTPUTS

First responders have better gear to increase their personal safety when faced with threats.

DESIRED OUTCOMES

Law enforcement is ready to respond on-scene, while mitigating the threat to the officers as much as possible. Rapid response to dangerous situations, with appropriate protective gear, is essential for the life-saving operational capacity of the county.

The Subrecipient has not been allocated National Priority Area funding under this Agreement, so there is no associated Work Plan.

21SHSP Budget

Clallam County Sheriff's Office

AGREEMENT AMOUNT \$46,599

	AMOUNT
LETPA	\$11,650.00
	25% of the agreement total
PERSONNEL	\$31,630.13
	68% of the agreement total
M&A	\$1,630.13
	3% of the agreement total

Sustainment Subproject(s)

	AMOUNT
SUBPROJECT #1 Communications	\$12,000.00
SUBPROJECT #2 Volunteer Management System	\$12,000.00
SUBPROJECT #3 Community Preparedness	\$8,775.55
SUBPROJECT #4 On-Scene Security and Protection	\$11,650.00
M&A	\$1,630.13
SUBTOTAL	\$46,055.68
INDIRECT	\$543.32
TOTAL	\$46,599.00

21SHSP TIMELINE

Clallam County Sheriff's Office

DATE	TASK
September 1, 2021	Grant Agreement Start Date
January 2022	Estimated date work scheduled for one or more subprojects/projects
NLT February 28, 2022	Complete Nationwide Cybersecurity Review (NCSR) - <i>NCSR system closes February 28, 2022</i>
April 30, 2022	Submit Reimbursement Request and Progress Report
July 31, 2022	Submit Reimbursement Request and Progress Report
October 31, 2022	Submit Reimbursement Request and Progress Report
January 31, 2023	Submit Reimbursement Request and Progress Report
April 30, 2023	Submit Reimbursement Request and Progress Report
July 31, 2023	Submit Reimbursement Request and Progress Report
October 31, 2023	Grant Agreement End Date
December 15, 2023	Submit Final Reimbursement Request and Closeout Report

HSGP Performance Period: September 1, 2021 to August 31, 2024

PROJECT BUDGET ROLL-UP

	SOLUTION AREA					
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
SUBPROJECT #1	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
SUBPROJECT #2	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
SUBPROJECT #3	\$6,000.00	\$0.00	\$0.00	\$2,775.55	\$0.00	\$8,775.55
SUBPROJECT #4	\$0.00	\$11,650.00	\$0.00	\$0.00	\$0.00	\$11,650.00
SUBPROJECT #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBPROJECT #6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBPROJECT #7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBPROJECT #8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBPROJECT #9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBPROJECT #10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
M&A						\$1,630.13
SUBTOTAL	\$18,000.00	\$23,650.00	\$0.00	\$2,775.55	\$0.00	\$46,055.68
INDIRECT						\$543.32
TOTAL	\$18,000.00	\$23,650.00	\$0.00	\$2,775.55	\$0.00	\$46,599.00
						<i>all funds allotted</i>
LETPA	\$11,650.00	25% of the agreement total				
PERSONNEL	\$31,630.13	68% of the agreement total				

MANAGEMENT & ADMINISTRATION - limit of 5% of the award amount

Salaries & Benefits	\$1,630.13	
Goods & Services	\$0.00	
Travel/Per Diem	\$0.00	
Contractor/Consultant	\$0.00	
TOTAL	\$1,630.13	3.5% of the agreement total
PERSONNEL	\$1,630.13	

SUBPROJECT #1 *Communications*

	SOLUTION AREA					TOTAL	General description of what is projected to be funded:
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE		
Salaries & Benefits	\$6,000.00	\$6,000.00		\$0.00	\$0.00	\$12,000.00	Salary of Emergency Management Coordinator 1 position.
Goods & Services	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Pass Through	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment			\$0.00			\$0.00	
TOTAL	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
	LETPA	\$0.00	PERSONNEL	\$12,000.00	When will you start the work?	Select	

SUBPROJECT #2 *Volunteer Management System*

	SOLUTION AREA					TOTAL	General description of what is projected to be funded:
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE		
Salaries & Benefits	\$6,000.00	\$6,000.00		\$0.00	\$0.00	\$12,000.00	Salary of Emergency Management Coordinator 1 position.
Goods & Services	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Pass Through	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment			\$0.00			\$0.00	
TOTAL	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
	LETPA	\$0.00	PERSONNEL	\$12,000.00	When will you start the work?	Select	

SUBPROJECT #3 Community Preparedness

	PLANNING	ORGANIZATION	SOLUTION AREA		TRAINING	EXERCISE	TOTAL	General description of what is projected to be funded:
			EQUIPMENT					
Salaries & Benefits	\$6,000.00	\$0.00			\$0.00	\$0.00	\$6,000.00	Salary of Emergency Management Coordinator 1 position.
Goods & Services	\$0.00	\$0.00			\$2,775.55	\$0.00	\$2,775.55	Printing and supplies for various volunteer trainings and coordination.
Travel/Per Diem	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
Pass Through	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Equipment			\$0.00				\$0.00	
TOTAL	\$6,000.00	\$0.00	\$0.00		\$2,775.55	\$0.00	\$8,775.55	
LETPA		\$0.00	PERSONNEL		\$6,000.00	When will you start the work?	Select	

SUBPROJECT #4 On-Scene Security and Protection

	PLANNING	ORGANIZATION	SOLUTION AREA		TRAINING	EXERCISE	TOTAL	General description of what is projected to be funded:
			EQUIPMENT					
Salaries & Benefits	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	Purchases of protective gear or first aid supplies for area law enforcement.
Goods & Services	\$0.00	\$11,650.00			\$0.00	\$0.00	\$11,650.00	
Travel/Per Diem	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
Contractor/Consultant	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
Pass Through	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Equipment			\$0.00				\$0.00	
TOTAL	\$0.00	\$11,650.00	\$0.00		\$0.00	\$0.00	\$11,650.00	
LETPA		\$11,650.00	PERSONNEL		\$0.00	When will you start the work?	Select	

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Clallam County Sheriff's Office	DATE SUBMITTED 12-14-21
PROJECT DESCRIPTION 21HSGP	CONTRACT NUMBER E22-111

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Mark Ozias	Chair

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Mark Ozias	Chair

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Alice Hoffman	Chief Civil Deputy
	Jackie Koon	Accountant

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Clallam County Sheriff's Office		Doing business as (DBA) Clallam County	
ADDRESS 223 E. 4th St. Suite 12 Port Angeles WA 98362	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 054-004-559	Federal Employer Tax Identification #: 91-6001298
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: 12-14-21Print Name and Title: Mark Ozias, Chair



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

6
12/6/21
29

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 12/06/2021**

REGULAR AGENDA ☒ **Meeting Date: 12/07/2021**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 831.21.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The current Personal Services Agreement with the Clallam Public Defender is set to expire end of year. Negotiations and discussion have concluded with a tentative agreement that has been approved and signed by Director, Harry Gasnick. This is a one-year extension of the existing PSA commencing January 1, 2022 and expiring on December 31, 2022.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
The total amount of this agreement \$1,605,244.72 has been approved for the 2022 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please review, approve and sign.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes

Relevant Departments: Human Resources | Risk Management

Date submitted: 12/01/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



**PERSONAL SERVICES AGREEMENT
PUBLIC DEFENDER CONTRACT
AMENDMENT #2**

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Clallam County Public Defender (hereinafter called "Contractor")
Address: 516 E. Front Street
Port Angeles, WA 98362
Phone No: (360) 452-3307

The Agreement entered into by the County and Contractor on December 18, 2018 and amended on December 15, 2020, is hereby amended as follows. In all other respect the terms and conditions of the original Agreement remain in full force and effect.

This Amendment is comprised of:

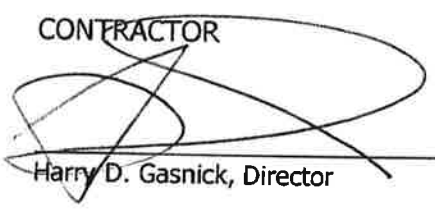
- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

Copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The original Agreement, as hereby amended, will expire on December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of 20_____.

CONTRACTOR


Harry D. Gasnick, Director

CLALLAM COUNTY BOARD OF
COMMISSIONERS

Mark Ozias, Chair

Date: _____ 20____

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY and by Stanley 10/29/2021

R

SCOPE OF WORK

In addition to the Scope of Work memorialized in the original Agreement and in Amendment #1, the Contractor will provide in a manner and quality consistent with the Rules of Professional Conduct applicable to attorneys in Washington State the following legal representation:

Matters in Superior Court relating to Blake v. State may be handled by Contractor's attorneys who are regularly assigned to District Court. Each Blake related matter handled by a District Court attorney will be counted to the District Court caseload as 1.36 of a District Court case.

R

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE:

1. Effective January 01, 2022, an increase of Two and One Half Percent (2.5%) to the compensation amount in effect December 31, 2021.

R



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

7
12/6/21

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12-6-21**

REGULAR AGENDA ☒ **Meeting Date: 12-14-21**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.18.007-5 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

We are requesting an amendment to the Scope of Work and Compensation for Robinson-Noble for the Carlsborg Very Deep Well water right project. Robinson-Noble, a hydrogeologic and engineering consultant, has been assisting the County and PUD #1 of Clallam County to obtain Ecology's approval for water right application G2-30364 (water for the Carlsborg UGA) since September 2017. Project costs have grown due to 1) delays in the project beyond Robinson-Noble, Clallam County, and PUD #1 of Clallam County's control, 2) increased expectations of the Departments of Ecology and Health, 3) more complex supplemental testing and test analysis than was anticipated, and 4) complications introduced by COVID disruptions and restrictions. In addition, loss of efficiency in general and specifically in interaction with State agencies where slow responses and changes in policy has caused the project to take significantly longer than anticipated in our original assessment of budget and schedule needs and now requiring expanded project schedule and budget for Subtask 2E, Task 3, and Task 4.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This is an increase in the budget of Subtask 2E, Task 3, and Task 4. Subtask 2E, Well Drilling/Testing, budget costs increased by \$15,269.50. Task 3, Mitigation Analysis and Mitigation Plan, increased by \$18,292.00 and Task 4, Project Management, increased by \$11,299.50. Total increase to the budget is \$44,861.00.

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary for RN Amendment 5 (12-6-21).docx

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve the increase in budget of \$42,051.50 and time extension and sign Amendment #5 to the PSA.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works and DCD

Date submitted: November 30, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary for RN Amendment 5 (12-6-21).docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT AMENDMENT 5

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Robinson Noble
 Address: 2105 South C. Street
 Tacoma, WA 98402
 Phone N^o: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year. 9/26/17

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 26 day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 30 day of September 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS



 Joseph E. Becker, President of Robinson Noble

 Mark Ozias, Chair

Print name: Joseph E Becker

Title: President

Date: November 29, 2021

Originals: BOCC
 Vendor
 Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
 FORM BY THE CLALLAM COUNTY PROSECUTING
 ATTORNEY

SCOPE OF WORK

Robinson-Noble is requesting a change in the scope and compensation for the Carlsborg Very Deep Well water right project. Project costs have grown due to 1) delays in the project beyond Robinson-Noble, Clallam County, and PUD #1 of Clallam County's control, 2) increased expectations of the Departments of Ecology and Health, 3) more complex supplemental testing and test analysis than was anticipated, and 4) complications introduced by COVID disruptions and restrictions. In addition, loss of efficiency in general and specifically in interaction with State agencies where slow responses and their failures to communicate changing positions has caused the project to take significantly longer than anticipated in our assessment of budget and schedule needs. Further, changes in WA Department of Ecology policies and protocols have greatly complicated Task 3 (Mitigation Plan Development) and require expanded schedule and budget for that task.

The scope of work has been amended for Task 2 (Subtasks 2E), Task 3, and Task 4 as follows. In all other respects the Scope of Work remains unchanged.

Subtask 2E—Assist with Well Drilling/Testing

Cost increases resulting from the change in scope and additional requirements from Ecology and DOH for Task 2E-subtask 2E are:

Report Preparation

The project testing and (and resultant reporting) became complicated by the COVID-19 protocols that began in March 2020 which were not foreseeable when the Amendment 3 was developed. The costs for the report increased due to the long delays in review and to increased expectations at Ecology and Health. In the end, the total additional cost for completing the report was \$8,463.75. The complications introduced by the COVID disruptions and additional Agency needs identified during the review process caused our report preparation effort to expand to an additional \$4,463.75 beyond that considered in our January 2020 amendment request. The total additional budget request for this aspect of Task 2E is, therefore, \$8,463.75.

Supplemental Testing and Technical Memorandum

The supplemental testing using the Weyerhaeuser Well was greatly delayed due both to COVID restrictions and to the fact that the Weyerhaeuser system was under repair throughout the summer and fall of 2020. These delays added significant additional planning and coordination costs. The actual field work and analysis associated with the supplemental testing and the field aspects proved more complex than initially estimated in Amendment 3. Further, the data analysis was more time consuming because there was no immediately discernable signature of the Weyerhaeuser pumping in the Carlsborg Deep Well transducer record. Therefore, other small effects in the record, such as barometric responses and the possibility of reflection of other pumping needed to be analyzed to search for any indication of pumping from the Weyerhaeuser Well. While more time consuming, the added analysis allowed us to state with greater confidence that no signature from the Weyerhaeuser pumping exists in the record.

The overall cost for the supplemental testing and the preparation of the technical memorandum reporting its results amounted to \$11,830.75. This is \$6,805.75 more than the estimated \$5,025 identified in Amendment 3.

To account for both the extra costs for report preparation and the extra costs for the supplemental test, Robinson-Noble requests that the Task 2E budget be increased by \$15,269.50 for a total of \$81,744.50.

Task 3-Mitigation Analysis and Mitigation Plan

The work for Task 3 has become much more complicated due to changing policies at the Department of Ecology, rejection of the originally agreed upon approach by Ecology, and the inefficiencies imposed by persistent COVID-19 complications (particularly with State agencies). What had been seen as a straightforward technical presentation in the original scope of work and amendments has become complex resulting from the changing stance at the Department of Ecology and the COVID-19 inefficiencies

Because the initial mitigation plan was rejected by Ecology, this task requires significantly more work than was originally budgeted. Further, the negotiations with Ecology to determine an acceptable method to define the mitigation needs and the mitigation methods have become complicated, not only due to COVID-19 inefficiencies with Ecology, but by a rapidly developing change in the underlying policies at the agency. The attempts to resolve the mitigation plan issues have languished for several months, making estimation of remaining Task requirements and, therefore, the needed amendment to the Task 3 budget difficult and speculative. It also makes estimation of the extended project schedule request quite speculative. In order to define the needs for future work on Task 3, Robinson-Noble has assumed that there will be: three additional project team meetings, two additional meetings with Ecology (all five to be face-to-face), one more version of the Mitigation Plan as a revision of the first submittal, and two iterations of review of that document by the project team before submittal to Ecology

Robinson-Noble asks that an additional \$13,800 be allocated for the remaining work in generating and negotiating acceptance of a revised mitigation plan. This would bring the total Task 3 budget increase to \$18,292 for a total Task 3 budget of \$39,092.

Task 4-Project Management

Due to the extended length of the contract (more than 4 years); the additional complexities required for coordination; the review by the County, PUD, Ecology, and DOH of the final documents; the additional meetings required to meet and discuss with Ecology and DOH; and the COVID complications, the budget for Task 4-Project Management should be increased by \$11,299.50 and the contract time extended to September 30, 2022. This will increase Task 4 to a total of \$42,051.50.

The total change with the additions for Task 2 (Subtask 2E), Task 3, and Task 4 is an increase of \$44,861.00 to the project budget listed in Contract 334.18.007-1 to a Total of \$202,868.00.

Table 1

Project Task	Scenario 3
1: Assess document consistency	\$ 1,950
2: Prepare supporting information	\$119,774.50
2A – Compile/analyze info, describe hydrogeologic setting	\$ 12,104
2B – Assist DCD & PUD in assessing options	\$ 6,150
2C – Impairment assessment	\$ 7,276
2D – Support document preparation	\$12,500
2E – Assist with well drilling/testing	\$81,744.50
3: Mitigation analysis and mitigation plan	\$ 39,092
Project management	\$ 42,051.50
TOTAL¹	\$202,868

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #5" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #5, the total amount of compensation to be paid to the Contractor has been increased by the sum of Forty-four Thousand Eight Hundred Sixty-one Dollars Even or **\$44,861.00**. This additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ Meeting Date: 12-6-21

REGULAR AGENDA ☒ Meeting Date: 12-7-21

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: letter of support |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam Conservation District has requested a letter of support for their US Bureau of Reclamation WaterSMART grant application for an irrigation piping project. The piping projects include the Sequim Prairie-Tri Irrigation Association's Eureka and Independent ditches in the vicinity of the MAT Clinic and two reaches of the Sequim Prairie main canal from the split with the Dungeness Irrigation District to Priest Road and then from Priest Road to 5th Avenue. Expected water savings, based on measurements that Lori DeLorm and Joe Holtrop of the Clallam conservation District took this past summer, total 1.75 cubic feet per second (533 acre-feet per year). The Eureka-Independent project will eliminate livestock access to these ditches, which deliver tailwaters to Gierin Creek.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None required at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please review the letter of support, edit, and then sign the letter of support for the Clallam Conservation District's application to the US Bureau of Reclamation WaterSMART grant program.

County Official signature & print name:

Mary Peterson
Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works

Date submitted: 12-1-21

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary CCD letter of Support (12-6-21).docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

December 7, 2021

Mr. Josh German and Ms. Robin Graber
Bureau of Reclamation
P.O. Box 25007, MS 86-69200
Denver, CO 80225

Dear Mr. German and Ms. Graber:

Clallam County strongly supports the proposal by the Sequim Prairie-Tri Irrigation Association and Clallam Conservation District for irrigation ditch piping and irrigation system improvements.

Clallam County is a proud leader and collaborator on a wide variety of water conservation projects in the Dungeness Basin which directly lead to improved streamflow in the Dungeness River. This work is driven by the salmon, other wildlife, and people that depend on the Dungeness River to support healthy habitat and a vibrant community.

The irrigation ditch piping and irrigation system improvement projects proposed for the Sequim Prairie-Tri Irrigation system are high priorities for the Dungeness watershed and continue decades of work to conserve irrigation water to increase flows in the Dungeness River. Irrigation water conservation planning has been conducted in the Dungeness watershed for three decades, with input from many stakeholders, both locally, as well as from the state and federal level. The work completed over the past 25 years has resulted in a 50 % reduction in irrigation water diversions; however, more work remains to be done. Many of these projects benefited water quality, particularly in Dungeness and Sequim bays where shellfish harvesting is of significant importance. It is our understanding that one of the proposed ditch piping projects will eliminate livestock access, resulting in substantial water quality improvements.

In addition to supporting the ongoing irrigation water conservation work, we support the proposal to improve the Sequim Prairie-Dungeness Irrigation District diversion system. This diversion has long been identified as problematic because of the need to enter the diversion and overflow channels every year at the beginning and end of irrigation season to construct and de-construct the gravel dam. Any projects that reduce the need for instream work will be beneficial to salmon, their habitat, and water quality.

For these reasons, we strongly support this proposal.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

a
12/6/21
SL

Department: Public Works/Road

WORK SESSION ☒ Meeting Date: 12/6/2021

REGULAR AGENDA ☒ Meeting Date: 12/7/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

The 2022 Annual Road Construction Program is developed from the 2022-2027 6-Year TIP which was adopted after the public hearing was held on November 23rd. The Annual Construction Program includes expected projects for 2022.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The Annual Construction Program constitutes a significant portion of the Road Fund.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

It is recommended that the Commissioners approve and sign this resolution.

County Official signature & print name: Mary Peterson, Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 12/1/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



CR RESOLUTION ___, 2021

ADOPTING THE ANNUAL CONSTRUCTION PROGRAM FOR 2022

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The annual construction program, for the year beginning in 2022, is ready for adoption.
2. It is the practice and policy of Clallam County that when required, full environmental review of the projects listed in the annual program are made at the time when a project is ready to begin. Detailed engineering drawings, specifications and other facts are available to enable an environmental assessment made at that time to be based upon full and complete information concerning the project.
3. The annual construction program, in compliance with WAC 136-16-010 through -042, outlines expected projects and thus provides guidance to the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. The adoption of the Clallam County Annual Construction Program for 2022, not being an action within the definitions of the State Environmental Policy Act, does not require either the preparation of any environmental documentation, or a determination as to environmental significance.
2. The Annual Construction Program for 2022 is hereby adopted.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Cc: Public Works

Clallam County
2022
Annual Construction Program
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$4,025,000.00
(B) COMPUTED COUNTY FORCES LIMIT: \$1,268,023.75
(C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$15,000.00

Date of Environmental Assessment:
Date of Final Adoption:
Ordinance/Resolution Number:

Dec 7, 2021
CR Resolution 9,2021

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			Estimated Expenditures Dollars				
				Road Name	BMP	EMP	FFC				County Road Funds	Other Funds		PE & CE (\$95.10)	Right of Way (\$95.20)	Construction		Grand Total (All \$95)
												Amount	Program Source			Contract	County Forces	
1	1	Black Diamond Road (#31030) 698-1507 HSIP-05AG (002)	31030	Road Name: Black Diamond Road From: 2.66 To: 3.40	2.66	3.40	08	0.74	Safety P&T	E	\$70,000	\$0.00	HSIP	\$20,000	\$50,000		\$70,000	
2	2	Carlsborg Road (#94270) 698-1902 RAP#0519-01	94270	Road Name: Carlsborg Road From: 1.01 To: 1.76	1.01	1.76	07	0.75	2R	E	\$349,000	\$472,000.00	RAP	\$30,000	\$50,000	\$741,000	\$821,000	
3	3	Dry Creek Road (#31870) 698-1601 RAP#0515-01	31870	Road Name: Dry Creek Road From: 0.00 To: 0.68	0.00	0.68	07	0.68	3R	E	\$600,000	\$700,000.00	RAP			\$1,300,000	\$1,300,000	
4	4	Dungeness Natl. Wildlife Refuge (DNWR) Access Improvements (#45350, 45890, 94170) 698-2001 FLAP- 9905(007)						N/A	3R	I	\$26,000	\$166,000.00	Federal Lands Access Program	\$192,000			\$192,000	
5	6	Hoko-Ozette Road (#91460)	91460	Road Name: Hoko-Ozette Road From: 19.50 To: 19.51	19.50	19.51	07	0.01	2R	I	\$20,000			\$10,000	\$10,000		\$20,000	
6	8	Joyce-Piedmont Road (#92210) SCP-21001	92210	Road Name: Joyce-Piedmont Road From: SR112 To: East Beach Rd.	0.00	4.30	07	4.30	3R Safety	I	\$0	\$5,000.00	Federal Lands Access Program	\$5,000			\$5,000	
7	9	Sequim-Dungeness Wy/ Woodcock Rd Roundabout (#95250/52500) C1257 HSIP-000S (555)	95250	Road Name: Sequim-Dungeness Wy From: 2.42 To: 2.62	2.42	2.62	07	0.20	IS	I	\$55,000	\$578,000.00 \$100,000.00	HSIP STP(E)			\$733,000	\$733,000	
8	10	South Airport Road (#93230)	93230	Road Name: S. Airport Road From: 0.00 To: 0.682	0.00	0.68	16	0.68	2R	I	\$0	\$20,000.00	NHS	\$20,000			\$20,000	
9	12	Towne Road (#52270) 698-1606	52270	Road Name: Towne Rd. From: 1.99 To: 2.74	1.99	2.74	09	0.75	3R	E	\$800,000					\$800,000	\$800,000	
10	15	Clallam Slough Bridge Replacement (#19400BR1) 698-2001 BROS-05AD (001)	19400	Road Name: Frontier Street From: 0.07 To: 0.44	0.07	0.44	08	0.37	Br	I	\$0	\$225,000.00	BR	\$225,000			\$225,000	
11	17	Sol Duc River Bridge (#11200BR1)	11200	Road Name: Quillayute Rd. From: 6.47 To: 6.52	6.47	6.52	08	0.05	Br	I	\$28,000	\$182,000.00	STP(BR)	\$210,000			\$210,000	
12	18	Weel Bridge (#18760BR1)	18760	Road Name: Weel Road From: .39 To: .58	0.39	0.58	09	0.19	Br	I	\$19,000	\$121,000.00	STP(BR)	\$140,000			\$140,000	
13	20	Hoko-Ozette Road Culvert Replacement (#91460)	91460	Road Name: Hoko-Ozette Rd From: 5.77 To: 5.78	5.77	5.78	07	0.01	FP	I	\$220,000			\$20,000		\$200,000	\$220,000	
14	22	Kugal Creek Culvert Replacement (#20650) SCP-21006	20650	Road Name: Cooper Ranch Road From: .24 To: .25	0.24	0.25	09	0.01	FP	I	\$56,000					\$56,000	\$56,000	

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds		Estimated Expenditures Dollars					
				Road Name	BMP	EMP	FFC				County Road Funds	Other Funds		PE & CE (595.10)	Right of Way (595.20)	Construction		Grand Total (All 595)
												Amount	Program Source			Contract	County Forces	
15	23	Wisen Creek & Swede Roads- Culvert Replacements (#20550, 20460) 698-2002	20550	Road Name: Wisen Creek Road From: 0.13 To: 0.38	0.13	0.38	09	0.25	FP	I	\$10,000		\$10,000				\$10,000	
			20460	Road Name: Swede Road From: 0.00 To: 0.00	0.00	0.00	09											
16	24	Olympic Discovery Trail (ODT)- Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd) 698-1907						N/A	P&T	I	\$5,000	\$55,000.00	TAP(R)	\$60,000			\$60,000	
17	25	Olympic Discovery Trail- Forks to LaPush Trail Corridor Acquisition 698-2101 TAP-2005 (090)						N/A	P&T	I	\$167,500	\$502,500.00	RCO	\$670,000			\$670,000	
18	27	Countywide Olympic Discovery Trail Trail Corridor Gap Acquisition 698-1607, 698-2102, 698-2103						N/A	P&T	I	\$50,000			\$50,000			\$50,000	
19	28	Countywide Overlay Surface Improvements						N/A	HMA	E	\$200,000		\$20,000		\$180,000		\$200,000	
20	29	Countywide Various Improvements						N/A	Safety	E	\$25,000		\$10,000			\$15,000	\$25,000	
											\$2,700,500	\$3,126,500	\$972,000	\$830,000	\$4,010,000	\$15,000	\$5,827,000	



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

10
12/6/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/6/21

REGULAR AGENDA ☒ Meeting Date: 12/14/21

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Fair Board due to expiration of terms. A press release was issued in October 2021 to solicit applications from interested citizens and public representatives.

Joel Winborn – Director of Parks, Fair and Facilities recommends the reappointment of Roxi Baxley and George Winn to the Fair Board.

There was one application received in Human Resources for a position that is currently not vacant.

This Resolution is to correct the Resolution approved on November 30, 2021 under Resolution 90. Resolution 90 listed the incorrect title for Roxi Baxley and George Winn.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappoint of Roxi Baxley and George Winn.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners and Parks, Fair and Facilities Department

Date submitted: 12-01-21

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Fair Board 12-14-21 corrected
Revised: 3-04-2019



RESOLUTION _____, 2021

CORRECTED RESOLUTION
REAPPOINTING MEMBERS TO THE FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam County Fair Advisory Board due to the expiration of terms.
2. A press release was issued during the month of May 2021 soliciting applications from interested citizens. The current members with the expiring terms were notified and requested to be considered for an additional term. One application was received for a position that is currently not vacant.
3. The Director of Parks, Fair and Facilities supports the appointments of Roxi Baxley and George Winn to the Fair Advisory Board.
4. This resolution it to correct the resolution that was approved on November 30, 2021 under Resolution 90. Resolution 90 listed incorrect positions for Roxi Baxley and George Winn.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Roxi Baxley** is appointed as the At-Large representative for a term ending January 1, 2026
2. **George Winn** is appointed as the Community for Forks or Western Clallam County representative for a term ending January 1, 2026.

PASSED AND ADOPTED this 14th day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.159
Parks, Fair, and Facilities
Appointee(s)



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11
12/6/21
3a

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-6-21

REGULAR AGENDA ☒ Meeting Date: 12-7-21

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☒ Notice of Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☒ Draft Ordinance | ☒ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 5.18 – Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999 needs updated.

Review Ordinance and request a call for hearing to be held Tuesday, December 21, 2021 at 10:30 a.m.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 5.18 – Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999 needs updated.

Review Ordinance and request a call for hearing to be held Tuesday, December 21, 2021 at 10:30 a.m.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: November 19, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Ordinance _____

An ordinance repealing in its entirety
Clallam County Code Chapter 5.18, Lease Agreement with the City of Forks
January 1, 1990 through December 31, 1999

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 15.18.010, Statement of Purpose, is amended to read as follows:

~~District Court II of Clallam County has duties and responsibilities to the citizens of Clallam County which can best be served by locating office space within the city of Forks. District Court II has leased space in the Forks City Hall in the past and wishes to remain at this location. However, extensive remodeling and additional space are desirable for efficient operation of the office.~~

~~— Prior to commitment of County funds for remodeling of and addition to the Forks City Hall, the County wishes to enter into a long term agreement with the city of Forks in order to provide for long term use of the facility.~~

~~— The Clallam County Home Rule Charter, Article IX, Section 9.60, provides, in part, that real property shall not be leased to the County for more than one year unless it is a capital budget appropriation ordinance.~~

Hereby repealed in its entirety

Section 15.18.020, Contract authorized, is amended to read as follows:

~~The County is hereby authorized to enter into a lease agreement with the city of Forks for the period from January 1, 1990 through December 31, 1999. This contract requires the payment of funds from current expense appropriations of fiscal years subsequent to the year in which the contract is signed.~~

Hereby repealed in its entirety

Section 15.18.030, Duration, is amended to read as follows:

~~This chapter shall be in effect from ten (10) days after approval by the Board of Commissioners until December 31, 1999, inclusive.~~

Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

PUBLIC HEARING

An ordinance repealing in its entirety
Clallam County Code Chapter 5.18, Lease Agreement with the City of Forks
January 1, 1990 through December 31, 1999

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, December 21, 2021 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website

<http://www.clallam.net/bocc/drafts.html>

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Clallam County Code Chapter 5.18 – Lease Agreement with the City of Forks
January 1, 1990 through December 31, 1999

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Section 5.18.010 – Statement of Purpose – Hereby repealed in its entirety

Section 5.18.020 – Contract Authorized – Hereby repealed in its entirety

Section 5.18.030 – Duration – Hereby repealed in its entirety

Publish: December 10, 2021
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

12
12/6/21
13

Department: Finance

WORK SESSION ☒ Meeting Date: 12/6/2021

REGULAR AGENDA ☒ Meeting Date: 12/6/2021

(SPECIAL ACTION ITEM)

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

CERTIFICATION OF TAXING DISTRICT LEVY BUDGETS TO ASSESSOR

Pursuant to RCW 84.52.070, "it is the duty of the county legislative authority of each county, on or before December 15th of each year, to certify to the county assessor the amount of taxes levied upon the property in the county for county purposes, and on or before the first Monday in December the respective amounts of taxes levied by the board of each taxing district within the county for district purposes."

Based on all Levy Certification Forms and 2022 Budgets submitted to the County Assessor's office as of Monday, November 30, 2021 by all County Taxing Districts, the Assessor has compiled the total levy budgets or estimates of budgets received and prepared the attached Taxing District Budget form for review and approval by the Board of County Commissioners. Review and approval of the Taxing District Budget form by the Board of County Commissioners is requested as a special action item to be held on Monday, December 6, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Certification is required in order for the County Assessor to finalize and certify tax levies to be assessed in 2022 for each taxing district in accordance with RCW 84.52.070.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Certify budgeted tax levy requests submitted by Taxing Districts.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2022 Tax District Certification of Levies to Assessor 12062021.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

County Official signature & print name:



Mark Lane

Name of Employee/Stakeholder attending meeting:

Rushton

Mark Lane, Pam

Relevant Departments:

Assessor's Office, County Administrator, Budget Director, Board of Commissioners, Finance Department

Date submitted:

November 30, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
Assessor 12062021.docx

Agenda Item Summary 2022 Tax District Certification of Levies to

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

2021-2022 TAX DISTRICT BUDGET SUMMARY

APPROVED BY THE CLALLAM COUNTY LEGISLATIVE AUTHORITY RCW 84.52.070

TOTAL BUDGET WITH REFUND AMOUNT INCLUDED ON LEVY CERTIFICATION FORMS**SCHOOL ENRICHMENT, CAPITAL PROJECTS AND BOND BUDGETS TO INCLUDE ADMINISTRATIVE REFUNDS**

Districts who did not certify their budgets to the Assessor by 11/23 were estimated and may need to be amended

DISTRICT	TAX YEAR 2022	BUDGET OR ESTIMATED AMOUNT
COUNTY		\$11,882,000.00
ROADS		\$8,007,000.00
COUNTY CONSERVATION FUTURES		\$277,450.00
NORTH OLYMPIC LIBRARY		\$5,514,929.21
CITY OF PORT ANGELES		\$4,959,102.03
CITY OF SEQUIM		\$1,716,678.00
CITY OF FORKS		\$425,014.09
PORT OF PORT ANGELES		\$1,646,796.92
HOSPITAL DISTRICT #1 (FORKS)		\$345,197.48
HOSPITAL DISTRICT #1 EMS ESTIMATE	LEVY LID LIFT TO \$0.32/1,000	\$207,000.00
HOSPITAL DISTRICT #2 (PA)		\$5,001,309.81
QUILLAYUTE VALLEY PRK AND REC		\$252,900.00
FIRE DISTRICT #1		
INCLUDES JEFFERSON CO		\$300,159.43
FIRE DISTRICT #2		\$1,977,059.81
FIRE DISTRICT #3		
INCLUDES JEFFERSON CO		\$9,008,209.60
FIRE DISTRICT #3 EMS		
INCLUDES JEFFERSON CO		\$3,218,026.36
FIRE DISTRICT #4		\$475,285.48
FIRE DISTRICT #5		\$210,000.00
FIRE DISTRICT #6		\$36,542.39
PORT ANGELES SCHOOL DIST #121	ENRICHMENT	\$5,616,957.72
	CAPT PROJECT	\$10,411,540.40
CRESCENT SHOOOL DIST #313	ENRICHMENT	\$521,367.52
	CAPT PROJECT	\$100,261.24
SEQUIM SCHOOL DIST #323	ENRICHMENT	\$7,168,803.53
INCLUDES JEFFERSON CO		\$3,643,891.21
CAPE FLATERY SCHOOL DIST #401	ENRICHMENT	\$362,464.25
	BOND	\$257,819.74
QUILLAYUTE SCHOOL DIST #402	ENRICHMENT	\$715,285.78
INCLUDES JEFFERSON CO	BOND	\$1,194,415.76
WILLIAM SHORE MET PARK DIST	ESTIMATE	\$1,750,000.00

Date Stamp:

BOARD OF CLALLAM COUNTY COMMISSIONERS

MARK OZIAS, CHAIR

RANDY JOHNSON

ALANNA GORES, CLERK OF THE BOARD

BILL PEACH



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

14
12/6/21
4C

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/06/21

REGULAR AGENDA ☒ Meeting Date: 12/07/21

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Notice |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on December 21, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/\$2,000

Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/\$25,000

Information Technology – Additional funds required to cover anticipated short-fall in overtime/\$10,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: December 3, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/\$2,000

Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/\$25,000

Information Technology – Additional funds required to cover anticipated short-fall in overtime/\$10,000

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. A public hearing on the debatable emergencies listed above will be held December 21, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 7th day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: December 12, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DEC 03 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 12.03.21

Budget Hearing/Meeting Date: 12.21.21

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10135.611 ✓	Budget Name	Public Works – Flood ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10135.611 ✓	PW – Flood ✓	50800.00.0000 ✓	Ending Fund Balance	\$2,000
Total				\$2,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10135.611 ✓	PW – Flood ✓	55310.10.0010 ✓	Salaries Regular Time	\$1011
10135.611 ✓	PW – Flood ✓	55310.20.0020 ✓	Benefits	\$989
Total				\$2,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Final payroll of 2021 expenditures will be larger than budgeted for.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 12/03/2021 ✓

Budget Hearing/Meeting Date: 12/21/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.817 ✓	Budget Name	Sheriff – Emergency Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	25,000
Total				25,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.41.0020 ✓	Professional Services	25,000
Total				25,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds needed for emergency clean up support due to recent storms.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right area of the form.

ISC

The seal of Clallam County, Washington, is a circular emblem. It features a central illustration of a classical building with a dome and columns, resembling a clock tower or a government building. The words "CLALLAM COUNTY" are inscribed in a circular path around the top of the building, and the year "1854" is at the bottom.

Budget Hearing/Meeting Date: 12/21/2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

REVENUE/SOURCE

EXPENDITURES

Revenue/Source and Expenditure totals must agree.

Additional funds required to cover anticipated short-fall in overtime. This short-fall is due to excess hours spent in support of the COVID vaccination clinic. Revenue has been received as reimbursement for these overtime hours.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

181



Action Item 13
12/6/21

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/6/2021**

REGULAR AGENDA ☒ **Meeting Date:** **12/6/2021**

Required originals approved and attached? ☐
Will be provided on:

(SPECIAL
ACTION
ITEM)

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

CERTIFICATION OF TAXING DISTRICT LEVY BUDGETS TO ASSESSOR

Pursuant to RCW 84.52.070, "it is the duty of the county legislative authority of each county, on or before December 15th of each year, to certify to the county assessor the amount of taxes levied upon the property in the county for county purposes, and on or before the first Monday in December the respective amounts of taxes levied by the board of each taxing district within the county for district purposes."

Based on all Levy Certification Forms and 2022 Budgets submitted to the County Assessor's office as of Monday, November 30, 2021 by all County Taxing Districts, the Assessor has compiled the total levy budgets or estimates of budgets received and prepared the attached Taxing District Budget form for review and approval by the Board of County Commissioners. Review and approval of the Taxing District Budget form by the Board of County Commissioners is requested as a special action item to be held on Monday, December 6, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Certification is required in order for the County Assessor to finalize and certify tax levies to be assessed in 2022 for each taxing district in accordance with RCW 84.52.070.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Certify budgeted tax levy requests submitted by Taxing Districts.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2022 Tax District Certification of Levies to Assessor 12062021.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

County Official signature & print name:  Mark Lane

Name of Employee/Stakeholder attending meeting: _____ Mark Lane, Pam
Rushton _____

Relevant Departments: Assessor's Office, County Administrator, Budget Director, Board of Commissioners, Finance Department

Date submitted:

November 30, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2022 Tax District Certification of Levies to Assessor 12062021.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

2021-2022 TAX DISTRICT BUDGET SUMMARY

APPROVED BY THE CLALLAM COUNTY LEGISLATIVE AUTHORITY RCW 84.52.070

TOTAL BUDGET WITH REFUND AMOUNT INCLUDED ON LEVY CERTIFICATION FORMS**SCHOOL ENRICHMENT, CAPITAL PROJECTS AND BOND BUDGETS TO INCLUDE ADMINISTRATIVE REFUNDS**

Districts who did not certify their budgets to the Assessor by 11/23 were estimated and may need to be amended

DISTRICT	TAX YEAR 2022	BUDGET OR ESTIMATED AMOUNT
COUNTY		\$11,882,000.00
ROADS		\$8,007,000.00
COUNTY CONSERVATION FUTURES		\$277,450.00
NORTH OLYMPIC LIBRARY		\$5,514,929.21
CITY OF PORT ANGELES		\$4,959,102.03
CITY OF SEQUIM		\$1,716,678.00
CITY OF FORKS		\$425,014.09
PORT OF PORT ANGELES		\$1,646,796.92
HOSPITAL DISTRICT #1 (FORKS)		\$345,197.48
HOSPITAL DISTRICT #1 EMS ESTIMATE	LEVY LID LIFT TO \$0.32/1,000	\$207,000.00
HOSPITAL DISTRICT #2 (PA)		\$5,001,309.81
QUILLAYUTE VALLEY PRK AND REC		\$252,900.00
FIRE DISTRICT #1		
INCLUDES JEFFERSON CO		\$300,159.43
FIRE DISTRICT #2		\$1,977,059.81
FIRE DISTRICT #3		
INCLUDES JEFFERSON CO		\$9,008,209.60
FIRE DISTRICT #3 EMS		
INCLUDES JEFFERSON CO		\$3,218,026.36
FIRE DISTRICT #4		\$475,285.48
FIRE DISTRICT #5		\$210,000.00
FIRE DISTRICT #6		\$36,542.39
PORT ANGELES SCHOOL DIST #121	ENRICHMENT	\$5,616,957.72
	CAPT PROJECT	\$10,411,540.40
CRESCENT SHOOOL DIST #313	ENRICHMENT	\$521,367.52
	CAPT PROJECT	\$100,261.24
SEQUIM SCHOOL DIST #323	ENRICHMENT	\$7,168,803.53
INCLUDES JEFFERSON CO		\$3,643,891.21
CAPE FLATERY SCHOOL DIST #401	ENRICHMENT	\$362,464.25
	BOND	\$257,819.74
QUILLAYUTE SCHOOL DIST #402	ENRICHMENT	\$715,285.78
INCLUDES JEFFERSON CO	BOND	\$1,194,415.76
WILLIAM SHORE MET PARK DIST	ESTIMATE	\$1,750,000.00

Date Stamp:

BOARD OF CLALLAM COUNTY COMMISSIONERS

MARK OZIAS, CHAIR

RANDY JOHNSON

ALANNA GORES, CLERK OF THE BOARD

BILL PEACH